SERFF Tracking Number: AGNY-125750250 State: Arkansas
First Filing Company: Granite State Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

# Filing at a Glance

Companies: Granite State Insurance Company, New Hampshire Insurance Company

Product Name: Upgrade To Green Program - SERFF Tr Num: AGNY-125750250 State: Arkansas

151640288

TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 01.0001 Commercial Property (Fire Co Tr Num: AIC-08-CP-03 State Status: Fees verified and

and Allied Lines) received

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins

Author: Janine Graham Disposition Date: 08/12/2008

Date Submitted: 07/29/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 08/12/2008

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

08/12/2008

State Filing Description:

#### **General Information**

Project Name: Upgrade To Green Program Status of Filing in Domicile: Pending

Project Number: AIC-08-CP-03 Domicile Status Comments: This filing is being

simultaneously in all states.

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 08/12/2008

State Status Changed: 07/30/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The referenced companies (the "Companies") submit for your review and approval their Upgrade to Green Program (the "Program"). Coverage for this Program is provided by using (1) ISO Commercial Property forms, (2) Integrated Property Insurance Solutions forms, (filing no. AIC-05-CP-03) on file with your Department and the two endorsements included in this filing.

SERFF Tracking Number: AGNY-125750250 State: Arkansas
First Filing Company: Granite State Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

This Program adds coverage for real property and personal property that will provide repair or replacement of damaged property with "green" alternatives. It also provides an increased period of restoration, if necessary, for additional time required to upgrade to "green".

Please refer to the attached forms listing and explanatory memorandum for information about the forms, included in this filing.

Please note the rates for this Program are not required to be filed per your state's requirements.

# **Company and Contact**

#### **Filing Contact Information**

Janine Graham, Filings Analyst Janine.Graham@AIG.com 175 Water Street (212) 458-7463 [Phone] New York, NY 10038 (212) 458-7077[FAX]

**Filing Company Information** 

Granite State Insurance Company CoCode: 23809 State of Domicile: Pennsylvania

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 02-0140690

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New Hampshire Insurance Company CoCode: 23841 State of Domicile: Pennsylvania

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 02-0172170

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

SERFF Tracking Number: AGNY-125750250 State: Arkansas EFT \$50

First Filing Company: Granite State Insurance Company, ... State Tracking Number:

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288 Upgrade To Green Program/AIC-08-CP-03 Project Name/Number:

AIC-08-CP-03

Fee Explanation: \$50.00 - Form filing per group

Per Company: No

Company Tracking Number:

SERFF Tracking Number: AGNY-125750250 State: Arkansas
First Filing Company: Granite State Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Granite State Insurance Company \$50.00 07/29/2008 21652854

New Hampshire Insurance Company \$0.00 07/29/2008

 SERFF Tracking Number:
 AGNY-125750250
 State:
 Arkansas

 First Filing Company:
 Granite State Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/12/2008	08/12/2008

SERFF Tracking Number: AGNY-125750250 State: Arkansas
First Filing Company: Granite State Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

# **Disposition**

Disposition Date: 08/12/2008 Effective Date (New): 08/12/2008 Effective Date (Renewal): 08/12/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

 SERFF Tracking Number:
 AGNY-125750250
 State:
 Arkansas

 First Filing Company:
 Granite State Insurance Company, ...
 State Tracking Number:
 EFT \$50

Endorsement

Company Tracking Number: AIC-08-CP-03

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Upgrade To Green - Program Endorsement	Approved	Yes
Form	Upgrade To Green - Program	Approved	Yes

 SERFF Tracking Number:
 AGNY-125750250
 State:
 Arkansas

 First Filing Company:
 Granite State Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

# **Form Schedule**

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Upgrade To Green - Program Endorsement	97036	(2/08)	Endorseme New nt/Amendm ent/Conditi ons		0.00	97036 (2-08) - Upgrade to Green - Programs Endt (ISO).pdf
Approved	Upgrade To Green - Program Endorsement	97037	(2/08)	Endorseme New nt/Amendm ent/Conditi ons		0.00	97037 (2-08) - Upgrade to Green - Program Endt (IPIS).pdf

#### **ENDORSEMENT**

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

# UPGRADE TO GREEN<sup>SM</sup> – PROGRAMS ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by a Covered Cause of Loss, and if this policy provides replacement cost for real and/or personal property. This coverage does not apply to: (1) personal property of others in your care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the Limits of Insurance shown in the Declarations or the annual aggregate for specified Causes of Loss.

- 1. Notwithstanding the Valuation Provision of this policy or the Limits of Insurance applicable to specific premises, buildings, or Causes of Loss, if this policy provides replacement cost for real and/or personal property, then your liability for loss applicable to this endorsement shall be the cost to repair or replace the covered damaged property, subject to the applicable Limit of Insurance, plus the least of the following amounts:
  - A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A Non-LEED® Certified Coverage or as described in Coverage Section B LEED® Certified Coverage, whichever is applicable; or
  - **B.** An additional 25% of the applicable Limit of Insurance for the building and/or business personal property shown in the Declarations, or similar schedule, to upgrade to green; or
  - **C.** \$2,000,000 (two-million dollars) to upgrade to green per occurrence.

At your sole discretion, you may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, we will adjust the claim in accordance with the standard provisions of the policy, as modified by all other applicable endorsements.

Subject to the least of A., B., or C. above, if business income coverage is provided as part of this policy and if necessary, the Period of Restoration shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

#### 2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

In the event of direct physical loss or damage by a Covered Cause of Loss to a building that is not LEED certified at the time of the loss, or to the personal property within such a building, we will pay to repair or replace damaged or destroyed:

#### A. Loss Settlement for Personal Property

- (1) "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
- "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified<sup>®</sup> or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### B. Loss Settlement for Your Building

#### (1) Interior Finish Materials Upgrade

#### a. Lower Emissions Products Upgrade Coverage

"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### b. Environmentally Preferable Products Upgrade Coverage

Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include "Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### (2) Interior Plumbing Systems Upgrade Coverage

Interior plumbing fixtures including, but not limited to, toilets, shower heads, and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, we will also pay to install occupant sensors to reduce the potable water demand.

#### (3) Lighting Systems Upgrade Coverage

Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. We will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

#### (4) Efficient Heating and Cooling Equipment Upgrade Coverage

"Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### (5) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building, we will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

#### b. Certification Expenses

- (i) We will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that you incur should you decide to seek LEED Silver certification. However, we will not pay to modify the reconstructed structure if it is not certified.
- (ii) The Sublimit of Insurance for this coverage is \$25,000.

#### 3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverages provided in Coverage Section A (with the exception of 2.B.(5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by a Covered Cause of Loss to a building that is LEED certified at the time of the loss, or to the personal property within such building, we will pay to repair or replace damaged or destroyed:

#### A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

- (1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the policy to the contrary, trees and shrubs are Covered Property. The sublimit of insurance for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.
- Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the policy to the contrary, vegetative roofs are Covered Property.

#### B. Loss Settlement for Your Building

#### (1) Recertification Expenses

a. In the event of direct physical loss or damage by a Covered Cause of Loss that necessitates recertification of the damaged

building, we will pay the reasonable and necessary registration and certification fees charged by the USGBC that you incur as a result of the recertification process.

**b.** The Sublimit of Insurance for this coverage is \$25,000.

#### (2) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, we will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

#### b. Certification Expenses

- (i) We will pay the reasonable and necessary registration and certification fees charged by the USGBC that you incur should you decide to seek LEED certification. However, we will not pay to modify the reconstructed structure if it is not certified.
- (ii) The Sublimit of Insurance for this coverage is \$25,000.

#### C. Loss Settlement for Alternative Water System

Notwithstanding any policy provisions to the contrary, building coverage is extended to include your "Alternative Water System".

# 4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by a Covered Cause of Loss to a LEED or Non-LEED certified building:

#### A. Recycling Expenses

- (1) We will pay your expenses to clean-up, sort, segregate, and transport debris from your damaged building to recycling facilities, if such debris can be recycled.
- (2) The Sublimit of Insurance for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the policy, if any.
- (3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

#### B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

(1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED

NC rating system (hereinafter, "Construction IAQ"), we will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

- (2) After the two week period of increased outdoor air ventilation of the reconstructed space, we will pay to replace the filtration media with new media.
- (3) The Sublimit of Insurance for this coverage is \$25,000.

#### C. Professional Services

We will pay reasonable and necessary expenses to hire a LEED<sup>®</sup> Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is \$50,000.

#### D. Building Commissioning Expenses

- (1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by a Covered Cause of Loss which necessitates the commissioning or re-commissioning of those systems, we will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.
- (2) The Sublimit of Insurance for this coverage is \$25,000.

#### 5. Additional Definitions

- A. "Alternative Water Systems" means below ground pipes and pumps, above or below ground cisterns, holding tanks, or other similar structures, situated within 1,000 feet of a covered building that collect ground water, rain water, or gray water for the building's domestic, non-potable water supply or for circulation to an on site water treatment facility. This does not include underground pipes and sprinkler heads intended solely for the purpose of landscape irrigation.
- **B.** "Appliances" means products including, but not limited to, dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.
- C. "Defined Building Materials" means: (1) all carpet and floor coverings, including, adhesives to affix them to the floor, (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, sealants, and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.
- **D.** "ENERGY STAR" means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.

- **E.** "Heating and Cooling Equipment" means products including, but not limited to, heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.
- **F.** "Lower emissions" means:
  - (1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
  - (2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule # 1113;
  - (3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
  - (4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added ureaformaldehyde resins.
- **G.** "Office Equipment" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.
- **H.** "Recycled Content" means those products that contain at least 20% post-consumer recycled content.
- "Rapidly Renewable" means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including, but not limited to, bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.
- **J.** "Seating" means task and guest chairs used with "System Furniture".
- **K.** "Sustainably Produced" means those products certified by the Forest Stewardship Council ("FSC").
- L. "System Furniture" means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing

components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

- **M.** "Total Loss" means:
  - (1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab, or
  - (2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.
- **N.** "Water Efficient" means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

All other terms and conditions of the policy ren	nain the same.
	Authorized Representative

#### **ENDORSEMENT**

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m.		forms a part of F	olicy
No.	issued to		by

#### INTEGRATED PROPERTY INSURANCE SOLUTIONS

# UPGRADE TO GREEN<sup>SM</sup> – PROGRAMS ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by a Covered Cause of Loss, and if this policy provides replacement cost for real and/or personal property. This coverage does not apply to: (1) personal property of others in **your** care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the Limits of Insurance shown in the Declarations or the annual aggregate for specified Causes of Loss.

- 1. Notwithstanding the Valuation Provision of this policy or the Limits of Insurance applicable to specific premises, buildings, or Causes of Loss, if this policy provides replacement cost for real and/or personal property, then **our** liability for loss applicable to this endorsement shall be the cost to repair or replace the covered damaged property, subject to the applicable Limit of Insurance, plus the least of the following amounts:
  - A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A Non-LEED® Certified Coverage <u>or</u> as described in Coverage Section B LEED® Certified Coverage, whichever is applicable; or
  - **B.** An additional 25% of the applicable Limit of Insurance for the building and/or business personal property shown in the Declarations, or similar schedule, to upgrade to green; or
  - **C.** \$2,000,000 (two-million dollars) to upgrade to green per occurrence.

At **your** sole discretion, **you** may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, **we** will adjust the claim in accordance with the standard provisions of the policy, as modified by all other applicable endorsements.

Subject to the least of A., B., or C. above, if business income coverage is provided as part of this policy and if necessary, the Period of Restoration shall be increased to allow

for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

#### 2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

In the event of direct physical loss or damage by a Covered Cause of Loss to a building that is not LEED certified at the time of the loss, or to the personal property within such a building, **we** will pay to repair or replace damaged or destroyed:

#### A. Loss Settlement for Personal Property

- (1) "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
- (2) "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified<sup>®</sup> or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### B. Loss Settlement for Your Building

#### (1) Interior Finish Materials Upgrade

#### a. Lower Emissions Products Upgrade Coverage

"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### b. Environmentally Preferable Products Upgrade Coverage

Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include "Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### (2) Interior Plumbing Systems Upgrade Coverage

Interior plumbing fixtures including, but not limited to, toilets, shower heads, and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, **we** will also pay to install occupant sensors to reduce the potable water demand.

#### (3) Lighting Systems Upgrade Coverage

Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. **We** will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

#### (4) Efficient Heating and Cooling Equipment Upgrade Coverage

"Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

#### (5) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building, we will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

#### b. Certification Expenses

- (i) We will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that you incur should you decide to seek LEED Silver certification. However, we will not pay to modify the reconstructed structure if it is not certified.
- (ii) The Sublimit of Insurance for this coverage is \$25,000.

#### 3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverages provided in Coverage Section A (with the exception of 2.B.(5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by a Covered Cause of Loss to a building that is LEED certified at the time of the loss, or to the personal property within such building, **we** will pay to repair or replace damaged or destroyed:

#### A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs

(1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the policy to the contrary, trees and shrubs are Covered Property. The sublimit of insurance for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.

Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the policy to the contrary, vegetative roofs are Covered Property.

#### B. Loss Settlement for Your Building

#### (1) Recertification Expenses

- a. In the event of direct physical loss or damage by a Covered Cause of Loss that necessitates recertification of the damaged building, we will pay the reasonable and necessary registration and certification fees charged by the USGBC that you incur as a result of the recertification process.
- **b.** The Sublimit of Insurance for this coverage is \$25,000.

#### (2) Building Reconstruction Following Total Loss

a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, we will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

#### b. Certification Expenses

- (i) We will pay the reasonable and necessary registration and certification fees charged by the USGBC that you incur should you decide to seek LEED certification. However, we will not pay to modify the reconstructed structure if it is not certified.
- (ii) The Sublimit of Insurance for this coverage is \$25,000.

#### C. Loss Settlement for Alternative Water System

Notwithstanding any policy provisions to the contrary, building coverage is extended to include **your** "Alternative Water System".

# 4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by a Covered Cause of Loss to a LEED or Non-LEED certified building:

#### A. Recycling Expenses

(1) We will pay your expenses to clean-up, sort, segregate, and transport debris from your damaged building to recycling facilities, if such debris can be recycled.

- (2) The Sublimit of Insurance for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the policy, if any.
- (3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

#### B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

- (1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (hereinafter, "Construction IAQ"), we will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.
- (2) After the two week period of increased outdoor air ventilation of the reconstructed space, **we** will pay to replace the filtration media with new media.
- (3) The Sublimit of Insurance for this coverage is \$25,000.

#### C. Professional Services

We will pay reasonable and necessary expenses to hire a LEED<sup>®</sup> Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is \$50,000.

#### D. Building Commissioning Expenses

- (1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by a Covered Cause of Loss which necessitates the commissioning or re-commissioning of those systems, we will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.
- (2) The Sublimit of Insurance for this coverage is \$25,000.

#### 5. Additional Definitions

- A. "Alternative Water Systems" means below ground pipes and pumps, above or below ground cisterns, holding tanks, or other similar structures, situated within 1,000 feet of a covered building that collect ground water, rain water, or gray water for the building's domestic, non-potable water supply or for circulation to an on site water treatment facility. This does not include underground pipes and sprinkler heads intended solely for the purpose of landscape irrigation.
- **B.** "Appliances" means products including, but not limited to, dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.

- C. "Defined Building Materials" means: (1) all carpet and floor coverings, including, adhesives to affix them to the floor, (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, sealants, and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.
- **D.** "ENERGY STAR" means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.
- **E.** "Heating and Cooling Equipment" means products including, but not limited to, heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.
- **F.** "Lower emissions" means:
  - (1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
  - (2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule # 1113;
  - (3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
  - (4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added ureaformaldehyde resins.
- **G.** "Office Equipment" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.
- **H.** "Recycled Content" means those products that contain at least 20% post-consumer recycled content.
- "Rapidly Renewable" means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including, but not limited to, bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.

- **J.** "Seating" means task and guest chairs used with "System Furniture".
- **K.** "Sustainably Produced" means those products certified by the Forest Stewardship Council ("FSC").
- L. "System Furniture" means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.
- M. "Total Loss" means:
  - (1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab, or
  - (2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.
- **N.** "Water Efficient" means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

All other terms and conditions of the policy remain the same.

Authorized Representative	

 SERFF Tracking Number:
 AGNY-125750250
 State:
 Arkansas

 First Filing Company:
 Granite State Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

#### **Rate Information**

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 AGNY-125750250
 State:
 Arkansas

 First Filing Company:
 Granite State Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-08-CP-03

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: Upgrade To Green Program - 151640288

Project Name/Number: Upgrade To Green Program/AIC-08-CP-03

# **Supporting Document Schedules**

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 08/12/2008

Property & Casualty

Comments: Attachment:

7-29-08- AR PCTD (Form).pdf

**Review Status:** 

Satisfied -Name: Forms Listing Approved 08/12/2008

Comments: Attachment:

Forms Listing.pdf

**Review Status:** 

Satisfied -Name: Explanatory Memorandum Approved 08/12/2008

Comments: Attachment:

Explanatory Memorandum.pdf

# **Property & Casualty Transmittal Document**

1.	Reserved for Insurance
	<b>Dept. Use Only</b>

2. Insurance Department Use	only	
a. Date the filing is received:		
b. Analyst:		
c. Disposition:		
d. Date of disposition of the filin	g:	
e. Effective date of filing:		
New Business		
Renewal Business		
f. State Filing #:		
g. SERFF Filing #:		
h. Subject Codes		

3.	Group Name				Group NAIC #
	American International Group, Inc.				012
4.	Company Name(s)	Domicile	NAIC #	FEIN#	State #
	Granite State Insurance Company	PA	23809	02-0140690	
	New Hampshire Insurance Company	PA	23841	02-0172170	

AIC-08-CP-03

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX#	e-mail
	Janine Graham 175 Water Street, 17 <sup>th</sup> Floor New York, New York 10038	Filings Analyst	(212) 458-7463	(212) 458-7077	janine.graham@aig.com
7.	Signature of authorized filer			famie	Sha
8.	Please print name of authoriz	ed filer	Janine Graham (	<i>-</i>	

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	01.0000 Property		
10.	Sub-Type of Insurance (Sub-TOI)	01.0001 Commercial Property (Fire and Allied Lines)		
11.	State Specific Product code(s)(if			
	applicable)[See State Specific Requirements]			
12.	Company Program Title (Marketing title)	Commercial Property Extension Program		
13.	Filing Type	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules		
		[X] Forms [ ] Combination Rates/Rules/Forms		
		[ ] Withdrawal[ ] Other (give description)		
		(good decomposity)		
14.	Effective Date(s) Requested	New: On Approval Renewal: On Approval		
15.	Reference Filing?	[ ] Yes [X] No		
16.	Reference Organization (if applicable)	N/A		
17.	Reference Organization # & Title	N/A		
18.	Company's Date of Filing	July 29, 2008		
19.	Status of filing in domicile	[ ] Not Filed [X] Pending [ ] Authorized [ ] Disapproved		
	-			

## **Property & Casualty Transmittal Document—**

20. This filing transmittal is part of Company Tracking # | AIC-08-CP-03

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

The referenced companies (the "Companies") submit for your review and approval their Upgrade to Green Program (the "Program"). Coverage for this Program is provided by using (1) ISO Commercial Property forms, (2) Integrated Property Insurance Solutions forms, (filing no. AIC-05-CP-03) on file with your Department and the two endorsements included in this filing.

This Program adds coverage for real property and personal property that will provide repair or replacement of damaged property with "green" alternatives. It also provides an increased period of restoration, if necessary, for additional time required to upgrade to "green".

Please refer to the attached forms listing and explanatory memorandum for information about the forms, included in this filing.

Please note the rates for this Program are not required to be filed per your state's requirements.

**22. Filing Fees** (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: N/A Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

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# FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AIC-08-CP-03
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Upgrade to Green – Programs (ISO Version)	97036 (2/08)	[X] New [ ] Replacement [ ] Withdrawn		
02	Upgrade to Green – Programs (IPIS)	97037 (2/08)	[X] New [ ] Replacement [ ] Withdrawn		
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		

PC FFS-1

# Forms Listing Upgrade To Green Program AIC-08-CP-03

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
PF	PGRADE TO GREEN – ROGRAMS NDORSEMENT (ISO Version)	97036 (2/08)	Endorsement	New	N/A	Optional	Broadens	Yes	The purpose of this endorsement is to add coverage for real property and personal property that will provide repair or replacement of damaged property with "green" alternatives. It also will provide an increased period of restoration, if necessary, for additional time required to upgrade to "green".
UI	PGRADE TO GREEN – ROGRAMS NDORSEMENT (IPIS version)	, , , , , , , , , , , , , , , , , , ,	Endorsement	New	N/A	Optional	Broadens	Yes	The purpose of this endorsement is to add coverage for real property and personal property that will provide repair or replacement of damaged property with "green" alternatives. It also will provide an increased period of restoration, if necessary, for additional time required to upgrade to "green".

A = Application D = Declarations

E = Endorsement

P = Policy O = Other (Please explain)

#### EXPLANATORY MEMORANDUM AIC-08-CP-03 COMMERCIAL PROPERTY UPGRADE TO GREEN PROGRAM

Submitted for your approval is a new program that adds coverage for real property and personal property that will provide repair or replacement of damaged property with "green" alternatives. It also will provide an increased period of restoration, if necessary, for additional time required to upgrade to "green".

The filing consists of two endorsements.

### Upgrade to Green<sup>SM</sup> – Programs Endorsement (97036)

This optional endorsement attaches to ISO Commercial Property forms and utilizes ISO Commercial Property rates and rules.

## Upgrade to Green<sup>SM</sup> – Programs Endorsement (97037)

This optional endorsement attaches to our currently filed Integrated Property Insurance Solutions (IPIS) forms and utilizes IPIS rates and rules.

#### **Description of Forms**

"Green" alternatives shall be repair or replacement with components or materials such as:

- Appliances, office equipment or similar personal property with products identified as ENERGY STAR or equivalent products;
- Furniture, seating or similar property with products identified as GREENGUARD Indoor Air Quality Certified, or equivalent products;
- Building materials with like kind and quality that have lower emissions;
- Materials that are sustainably produced, rapidly recycled or have recycled content;
- Water efficient fixtures:
- · Energy efficient lighting systems.

In the event of a total loss or constructive total loss of a building, we will pay to replace the building, on its existing foundation with:

- For a building that is not LEED certified, components, materials and design that satisfy specifications to meet a LEED Silver certification: or
- For a building that is LEED certified, components, materials and design that satisfy specifications to meet LEED certification one level above the certification in effect at the time of loss.

Additional coverages will also include:

- Recycling expenses of debris from a damaged building;
- Air testing and outdoor air ventilation of reconstructed space;
- Professional services of a LEED accredited architect or engineer;
- Building commissioning expenses.

#### Eligibility:

- Risks constructed within the past 25 years, or buildings older than 25 years with upgrades provided to achieve characteristics of otherwise eligible buildings;
- All coverage must be written at 100% replacement cost value for building, contents and business income. If a LEED certified building is covered, valuation shall include all certified elements;
- Use of this endorsement is optional.

#### **Support for Pricing Development:**

There is no data to support pricing consideration for these "green" extensions of coverage, as these coverages have not historically been provided. Our proposed pricing for this coverage is based upon research of this topic, mainly centered on two publications:

- The Costs and Financial Benefits of Green Buildings, principal author Greg Kats, Capital E; contributing authors: Evan Mills, Lawrence Berkeley National Laboratory; Jeff Perlman, Capital E; Adam Berman, Capital E; Leon Alevantis, Department of General Services; and
- Costing Green: A Comprehensive Cost Database and Budgeting Methodology, by David Langdon.

#### Perceived pricing impact:

- Property identified as ENERGY STAR or equivalent products, are now priced similarly to conventional products and therefore should present <u>no pricing impact;</u>
- GREENGUARD Indoor Air Quality Certified, or equivalent products, and building materials that have lower
  emissions currently are more expensive than conventional products, but not a significant increase,
  therefore there will be a small pricing impact;
- Materials that are sustainably produced, rapidly recycled or have recycled content currently present an
  increase in costs, but over time will likely be comparable to conventional products. Therefore we anticipate
  a small pricing impact;
- Water efficient fixtures and energy efficient lighting systems are now priced similarly to conventional products and therefore should present no pricing impact;
- Recycling expenses of debris from a damaged building is provided to a limit of \$25,000. Since any income
  or remuneration derived from recycling shall be used to reduce the loss, it is anticipated that there will be
  negligible pricing impact for this additional coverage;
- Air testing and outdoor air ventilation of reconstructed space is provided to a limit of \$25,000. This will
  impact the cost of loss and therefore present a moderate pricing impact, likely a few percent of the average
  claim cost;
- Professional services of a LEED accredited architect or engineer is provided to a limit of \$50,000. This will
  impact the cost of loss and therefore present a moderate pricing impact, likely a few percent of the average
  claim cost;
- Building commissioning expenses is provided to a limit of \$25,000. This will impact the cost of loss and therefore present a moderate pricing impact, likely a few percent of the average claim cost.

Cost increases for upgrade to green coverage can be controlled and contained with effective cost management strategies. Claims operations and personnel will be involved with claimants in providing guidance and counseling, to enhance such cost management strategies.

- Review of various data in the above referenced publications provides sufficient information to determine
  reasonable estimates of anticipated countrywide costs for upgrading to green. On average our expected
  additional costs for such upgrade of non-LEED certified buildings is 2%. Expected additional costs for
  upgrade of LEED certified buildings to meet LEED certification one level above the certification in effect at
  the time of loss are from 2% to 4.6%.
- Our underwriting expenses will remain constant.
- Therefore our needed premium charge to maintain our current targeted loss ratios is 3% of property premium.
- The cost for policies with small premiums will be impacted more extensively where professional services, testing and commissioning are required. Therefore a minimum premium of \$100 per location will be instituted.
- For policies with a large number of small locations, the additional expense will be mitigated. Therefore, for policies with 10 or more locations, the premium charge will be the greater of \$1,000 (10 locations at \$100 MP), or 3% of the policy property premium. This, in effect, caps the per location minimum premium charges at \$1,000 but maintains the 3% of property premium charge if it develops a greater premium. There is no intent to place a cap on the 3% charge.